# RWAAI Depositor's Agreement

# **Depositor Information and Agreement**

This document describes (a) the accession of a corpus, (b) the rights of the Archivist with respect to the material deposited and (c) the terms according to which access rights can be given to others by the Archivist. Given the unique nature of each accession, the terms may be individually tailored.

The policies of RWAAI are set out in the document below. User rights and responsibilities are defined in the document RWAAI User Registration and Conditions of Access.

### Agreement

I, \_\_\_\_\_\_ hereby declare that I am the sole owner of the material described below, and have the full power to authorise the Repository and Workspace for Austroasiatic Intangible Heritage (RWAAI) to archive and maintain the materials in the \_\_\_\_\_\_ collection.

The Depositor, and RWAAI represented by:

Name

Name

Signature Depositor

Signature RWAAI

Place

Date

hereby come to an agreement about the state of the deposited corpus, the rights of the RWAAI Management team, and the terms of its usage by others as set out below.

### **General Conditions**

- 1. The Depositor declares that she/he has the legal and ethical right as the Owner or Owner's delegate to deposit these materials with RWAAI.
- 2. The RWAAI management team has the right and obligation to archive this material and preserve it, i.e., to create as many archival copies as necessary and migrate the materials to new formats to ensure their preservation.
- 3. RWAAI recognises the Depositor's right to free and ongoing access to the material delivered under this agreement, and to any added value contributed by third parties to this material.
- 4. The Depositor will be issued with a username and password to access her/his collection.
- 5. RWAAI will only provide public access to materials subject to the Depositor's wishes. The Depositor has the right to revise the Conditions of Access at any time.
- 6. RWAAI will ask potential users to register, and in so doing accept the RWAAI Conditions of Access in order to access available materials. The only exceptions to this are the publicly available RWAAI catalogue, and materials that have established public access, e.g., previously published articles, provided that there is no conflict of copyright.
- 7. RWAAI is a digital archive and therefore does not archive physical materials. After digitisation analogue materials will be returned to the depositor. RWAAI is indemnified against any accidental loss or damage to materials whilst in our care.

RWAAI Depositor's Agreement

#### **Depositor Information**

Name:

Address:

Phone numbers:

Email address/es:

I/we will/do not allow my contact details to be disclosed to potential users of the Collection.

Information about The Collection

Title:

Brief description:

All depositors are strongly advised to name a delegate who can take over all responsibilities of the collection, including the right to determine access policies. If the RWAAI management team is unable to contact the original depositor, or a delegate, RWAAI will assume the role of owner, and take charge of access responsibilities.

Delegate/s:

Name:

Contact Details:

# Additional information about the collection

Please use this page to add any additional information about The Collection, or to detail any unique conditions that should be applied to The Collection.

### Data Access and Protection

Setting Data Access Levels

Please consider the following points in deciding the appropriate levels of access for the Collection.

1. Are there any participants or funding bodies that may have rights to this collection? If so, please provide their contact details:

2. Are there any special access conditions that should be applied to the Collection with respect to potential sensitivities to the communities or individual participants?

Using the metadata provided for the collection, RWAAI will create a publicly available catalogue of the collection. If there are parts of the collection that you do not want included, e.g., the identity of the participants, or location of a recording, this can be anonymised on request. Please inform the Curator.

RWAAI recognises three Levels of Access. The Depositor maintains full access to her/his Collection. A uniform access level may be specified for a whole Collection, or different levels may be applied to individual parts of the Collection. Access levels may be revised at any time by the Depositor.

- 1. [ ] Open access to all or part of the Collection in accordance with the RWAAI Conditions of Access
- 2. [ ] Access to all or part of the Collection by request to the depositor
- 3. [] Closed

**Technical Access** 

- The materials held in the archive will be accessible in three ways:
  - video, audio, image and text files will be stored in open and welldocumented formats so that users who have the rights to access data will be able to use tools of their own choice;
  - specialised and free-to-use software will be made available to browse and search in the XML-based IMDI metadata descriptions and to operate on the multimedia documents;
  - in addition, presentation versions will be made available such that metadata and the resources can be viewed in normal web-browsers.

- In general the data will only be available via the web. In special cases copies on disks, or DVDs may be created and distributed by mail.
- Independent of the terms of access, the User is bound to adhere to the copyright statement and the Conditions of Access.
- Four levels of access are distinguished:
  - Openly accessible material, such as samples on the RWAAI web-site, the RWAAI catalogue, and materials already available in the public domain;
  - Material that is openly accessible upon registration;
  - Material that is only available to Users on request;
  - Material that is not accessible, except to the Depositor and Consultants.

#### Data Protection

Given the task to preserve intangible heritage for future generations, the primary concern of data protection is to improve the probability of its longevity.

- Longevity will be assured by
  - storing multiple copies at the Archive's site;
  - creating dynamic copies at other institutes with expertise in long-term data storage;
  - migrating the data to new storage media technology dependent on the advancement of technology, and storing the data in open formats.
- The protection against unauthorised usage will be done with a password mechanism. The password will have a limited lifetime.
- A Copyright statement will protect all materials deposited with RWAAI.
- A logo can be added to visual material in the RWAAI archive on the request of the depositor.